debt. *Welch* v. *Phillips,* 54 Ala. 309, 25 Am. Rep. 679; *Dorkray* v. *Noble et al.,* 8 Me. 278, 284; *Connor* v. *Whitmore,* 52 Me. 185. (That such a conveyance does not operate as an assignment of the mortgage, see *Peters* v. *Bridge Co.,* 5 Cal. 334, 63 Am. Dec. 134). Defendants contended that this proposition is true only where the mortgagee who conveys is in possession. *Furbush* v. *Goodwin,* 25 N. H. 425, 450. But the court considered the fact of possession as unimportant and cited with approval, *Welch* v. *Phillips,* supra, 314; *Cook* v. *Parham,* 63 Ala. 456, 461. A mortgagee cannot retain the mortgage debt and at the same time convey the mortgaged property. *Everest* v. *Ferris,* 16 Minn. 26, 31; *Devlin* v. *Collier et al.,* 53 N. J. L. 422, 22 Atl. Rep. 201; *Jordan* v. *Sayre et al.,* 29 Fla. 100, 114, 10 So. Rep. 823. Such a conveyance is a nullity: *Hill* v. *Edwards,* 11 Minn. 5, 10; *Everest* v. *Ferris,* supra; *Johnson* v. *Cornut,* 29 Ind. 59. Or at most the transferee holds the bare legal title in trust for the mortgagee: *Farrell et al.* v. *Lewis et al.,* 56 Conn. 280, 283; *Sanger* v. *Bancroft et al.,* 12 Gray 365, 367. If, then, there has been a valid transfer, it is because the mortgage debt has been assigned in equity. The first conveyance to B being of the mortgagee's whole interest, the subsequent advertisement and sale by the mortgagee was void, so that B took the land merely as mortgagee and not as owner in fee under the foreclosure sale. It follows that his mortgage to C Co. operated only as a mortgage of his interest as mortgagee. *Central Bank* v. *Copeland,* 18 Md. 305, 81 Am. Dec. 597. It was claimed that petitioners were estopped from denying B's title because they are his tenants. This principle of estoppel, however, as pointed out by the court, does not apply where the relation is shown not to have existed, or where the title denied has expired or been extinguished after the creation of the tenancy; and is limited to a denial of the title as existing at the inception of the tenancy. See note in 89 Am. St. Rep. 64. In this case the relation did not exist because the payments, while denominated rent, were in reality payments made on the debt pursuant to the method of adjustment agreed upon.

MORTGAGE—WHETHER OR NOT GIVEN UNDER DURESS.—Where A testified that B and his counsel told him that he would be prosecuted if he did not obtain a mortgage from his wife to them, it was *Held* that, since they did not agree to refrain from prosecuting him if the mortgage was given, there was no duress. *Moyer* v. *Dodson* (1905), — Pa. —, 61 Atl. Rep. 937.

In support of the above holding the court cites three cases: *Johnston* v. *Allen,* 22 Fla. 224, 1 Am. St. Rep. 180; *Cass County Bank* v. *Bricker,* 34 Neb. 516, 33 Am. St. Rep. 649; *Miller* v. *Minor Lumber Co.,* 98 Mich. 163, 39 Am. St. Rep. 524. Of these three cases the first two are not in point for they were decided on the ground of compounding felonies, while the third, which is in point, holds contrary to the court in the principal case. The court in *Miller* v. *Lumber Co.,* supra, says: "They had the right to receive money from Miller * * * so long as they did not transgress the law, by promising, either expressly or by implication, not to prosecute." In the principal case, however, there is an implied promise that they will not prosecute.